

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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TIBOR KISS,	:	
	:	
Plaintiff,	:	
	:	
-against-	:	
	:	
CLINTON GREEN NORTH, LLC, et al.,	:	
Defendant.	:	
-----		17 Civ. 10029 (LGS)
CLINTON GREEN NORTH, LLC,	:	<u>ORDER</u>
	:	
Third Party	:	
Plaintiff,	:	
	:	
-against-	:	
	:	
JUDY PAINTING CORP, et al.,	:	
	:	
Third Party	:	
Defendants.	:	
-----X		

LORNA G. SCHOFIELD, District Judge:

WHEREAS, on July 23, 2020, the Court issued an Opinion denying Plaintiff's motion for summary judgment, and granting in part and denying in part the motion of Defendant Judy Painting Corp. ("Judy Painting") for summary judgment ("the Opinion"). *See Kiss v. Clinton Green North, LLC, et al.*, 19 Civ. 10027, 2020 WL 4226564 (S.D.N.Y. July 23, 2020);

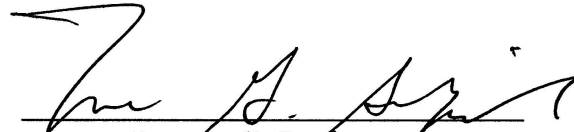
WHEREAS, the Opinion does not address Judy Painting's motion for summary judgment on the Third Party contractual indemnity claim filed by Third Party Clinton Green North, LLC against Judy Painting;

WHEREAS, Defendants Clinton Green North, LLC, Dermot Clinton Green, LLC, and AvalonBay Communities, Inc., and Third Party Plaintiff Clinton Green North LLC filed a letter requesting to file a motion for summary judgment on their contractual indemnity claim against

Judy Painting. ECF 168. The Court denied this request, without prejudice to renewal at a later time. ECF 170. It is hereby

**ORDERED** that Judy Painting's motion for summary judgment seeking dismissal of Clinton Green North, LLC's contractual indemnity claim is **DENIED** without prejudice to renew at a later date.

Dated: July 24, 2020  
New York, New York



**LORNA G. SCHOFIELD**  
**UNITED STATES DISTRICT JUDGE**